

JEFF AND MUTT ARE IN COURT; BUD IS ALSO

Famous Comics Made Subject of Injunction Proceedings by Rival Syndicates Supplying The Chronicle.

Mutt and Jeff, champion comic entertainers of the world, who have recently resumed their antics on the last page of The Chronicle, are the subject of interesting litigation in New York City. Sole right to their keep is asserted by both the International News Service and the Wheeler Syndicate, and these two organizations are fighting each other with injunctions and in other ways.

In the meantime readers of The Chronicle can't lose, no matter what the outcome of the litigation, since the output of both syndicates has been secured to The Chronicle in the Houston territory. Details of the litigation as given by the Editor and Publisher are as follows:

It was brought out in the injunction proceedings this week before Mr. Justice Weeks, in part 1 of the Supreme Court for New York County, that Bud Fisher, the creator of the comic characters Mutt and Jeff, is under contract for the largest salary ever paid to a so-called "comic artist," namely, a minimum of \$1000 a week.

Bainbridge Colby, of counsel for the Star Company (publisher of the New York American), admitted that Fisher has been drawing a salary of \$300 per week for the newspaper rights exclusive of book and dramatic rights, and that the Star Company has realized \$1679 gross weekly from the feature.

Mr. Colby pointed out to the court that the Star Company had made the feature popular through the expenditure of a large sum of money for promotion and by placing back of it the great power and force and prestige of a nation-wide organization. He explained that Fisher had been coddled, pampered and spoiled; that the Star Company created the Mutt and Jeff comic strips, and asked that the Star's rights be protected and that Fisher be enjoined. Fisher's contract with the Star Company expires on Sunday, August 8.

Charles E. Kelley, of counsel for Harry C. Fisher and the Wheeler Syndicate, informed the court that Fisher had declined a salary of \$50,000 a year to accept the contract with the Wheeler Company, which provides an interest of 75 per cent in all sales of the feature to newspapers and a guarantee of \$1000 per week.

Mr. Kelley emphasized the fact that the Wheeler Syndicate had already sold the feature comic strip to over eighty papers, which are under contract to pay \$60,000 the first year, and many papers have contracted for the service for a term of years, so that the syndicate has bona fide contracts with newspapers for over \$300,000.

It was borne in upon the court that the New York World has agreed to pay \$200 per week, and a Boston paper will pay \$200 per week.

The litigation was somewhat involved. The Star Company sought to restrain the Wheeler Syndicate and Fisher as follows:

1. From in any way using the name Mutt and Jeff.
2. From advertising or offering for sale or selling any comic strips, or sections, under the name and title Mutt and Jeff, or embodying or depicting the figures Mutt and Jeff in comic strips or sections.
3. From conspiring or confederating with any of its employes or workmen with a view to the making and execution of any sketches or representations of the characters Mutt and Jeff, or of comic strips so designated and embodying said characters.
4. From in any manner unlawfully interfering with plaintiff's business, or infringing plaintiff's trademark or trade name Mutt and Jeff as such, and as a designation or description of the comic characters or figures Mutt and Jeff, constituting the subject matter of the comic strip or section known and described as Mutt and Jeff.

Mr. Justice Weeks denied all these requests, except that pending his final decision in the matter he issued a restraining order preventing the Wheeler Syndicate from using the title Mutt and Jeff as such.

On Thursday morning Mr. Fisher and the Wheeler Syndicate sought to enjoin the Star Company as follows:

1. From using the title Mutt and Jeff in any way.
2. From using the word Mutt and the word Jeff in any way.
3. From having any other artist draw cartoons in imitation of Mr. Fisher's Mutt and Jeff cartoons.

In the argument it was shown that the Star Company had issued a comic for Sunday, August 8, that contained a page Mutt and Jeff comic in which the following title appeared:

"Mutt and Jeff: Mutt wanted something Handed to Him and He Got It."

The judge was informed that the work had been done by another artist, and that Fisher's characters had been reproduced without his permission.

The judge granted the relief sought and issued an order restraining the defendant from circulating the so-called Mutt and Jeff comic and continuing the injunction until midnight of Sunday, August 8.

It is thought that the litigation will be long drawn out and that an extended hearing will have to be had at the October term of court.

Counsel call attention to the fact that the points at issue are new, and that they have not been adjudicated in either the Buster Brown suit of the New York Herald or the Dirks suit of the New York World.

LITTLE TALKS